

Jennifer Wood
Mayor

Chuck McGuire
Mayor Pro Tem

Bill Smith
Councilmember

James Gray
Councilmember

Rick Warren
Councilmember



AGENDA

CITY OF CALIFORNIA CITY CITY COUNCIL

**Tuesday, July 12, 2016
6:00 P.M.**

Council Chambers
21000 Hacienda Blvd.
California City, Ca 93505

If you need special assistance to participate in this meeting, please contact the City Clerk's office at (760) 373-7140. Notification of 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 American Disabilities Act Title II)

NOTE: Any writings or documents provided to a majority of the City Council regarding any item on this agenda is available for public inspection in the City Clerk's office at City Hall located at 21000 Hacienda Blvd, California City, Ca during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable laws. These writings are also available for review in the public access binder in the Council Chambers at the time of the meeting.

LATE COMMUNICATIONS: Following the posting of the agenda any emails, writings or documents that the public would like to submit to the council must be received by the City Clerk no later than 3pm the Monday prior to the meeting. Past that deadline citizens may bring these items directly to the meeting. Please bring 10 copies for distribution to council, staff and the public.

Agenda
July 12, 2016

*****At this time, please take a moment to turn off your cell phones*****

CALL TO ORDER

PLEDGE OF ALLEGIANCE / INVOCATION

ROLL CALL

Councilmembers Gray, Smith, Warren, Mayor Pro Tem McGuire, Mayor Wood

ADOPT AGENDA

CITY CLERK REPORTS / LATE COMMUNICATIONS

PRESENTATIONS

Hall Ambulance: Donation of an Automated External Defibrillator (AED)

City Treasurer Middleton: June Report

STAFF ANNOUNCEMENTS / REPORTS

Police Chief Hurtado – Department Update

Fire Chief Armstrong – Department Update

Public Works Director Platt – Department Update

Finance Director Rudy Hernandez – Department Update

Brenda Daverin – Parks and Recreation Update

Airport Manager King – Department Update

City Manager Weil – City Updates

CIVIC / COMMUNITY / ORGANIZATIONS ANNOUNCEMENTS

PUBLIC COMMENT

This portion of the meeting is reserved for persons desiring to address the City Council on any matter not on this agenda, and over which the City Council has jurisdiction. Please state your name for the record and limit your comments to three minutes.

CONSENT CALENDAR

All items on the consent calendar are considered routine and non-controversial and will be approved by one motion if no member of the Council, staff or public wishes to comment or ask questions. (Public comments to be limited to three minutes) Roll call vote required.

CC 1. CITY CHECK REGISTERS: dated through 07/07/16

CONTINUED BUSINESS

CB 1. Proposed Transient Occupancy Tax (TOT) Increase – City Manager Weil

Recommendation

Council discuss, take public comments and adopt **“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY, CALIFORNIA, CALLING AN ELECTION FOR A MEASURE TO INCREASE THE TRANSIENT OCCUPANCY TAX RATE; REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF KERN TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE”**

Agenda
July 12, 2016

CB 2. General verse Special Tax – City Manager Weil

Recommendation

Council discuss, take public comments and direct staff as desired

CB 3. Public Works: Well 3 & 5 Mainline Replacement Project – Phase II

Recommendation

Council discuss, take public comments and authorize purchase as presented

NEW BUSINESS

NB 1. Current Grounds Operation Grant G14-03-26-G01: Articulated Concrete Fabric Project – Sgt. Ben Blanton

Recommendation

Council discuss and approve as presented

NB 2. Disadvantaged Community Involvement Funding (Prop 1B DWR) – City Manager Weil

Recommendation

Council discuss, approve the funding proposal, and authorize the City Manager to process the \$4000. application fee

NB 3. CCPD and Public Works Trailers Project – Public Works Director Platt, Police Chief Hurtado and Deputy Building Official Barragan

Recommendation

Council discuss and award project to Williams Construction

COUNCIL AGENDA

This portion of the meeting is reserved for council members to present information, announcements, and items that have come to their attention. The Brown Act precludes Council, staff or public discussion. Short staff responses are appropriate. The Council will take no formal action. A Council member may request the City Clerk to calendar an item for consideration at a future meeting, or refer an item to staff.

- 1) **AB 1234 Reports**
- 2) **Council Items**

Councilmember Gray
Councilmember Smith
Councilmember Warren
Mayor Pro Tem McGuire
Mayor Wood

ADJOURNMENT

AFFIDAVIT OF POSTING: This agenda was posted on all official City bulletin boards, the City's website and agenda packets were completely accessible to the public at City Hall at least 72 hours prior to the Council Meeting.

Denise Hilliker, City Clerk



AED Donation Info

Hall Ambulance Service, Inc. Founder and President Harvey L. Hall wishes to donate an Automated External Defibrillator (AED) to the City of California City to be placed in the Council Chambers for use in the event of a medical emergency related to sudden cardiac arrest.

An AED is a portable electronic device that automatically diagnoses the life-threatening cardiac arrhythmias in a patient and can shock the heart back into a healthy rhythm. With simple audio and visual commands, AEDs are designed to be simple to use for the layperson. An AED can make a dramatic difference when used in the first few minutes of someone suffering from sudden cardiac arrest, prior to the arrival of ambulance paramedics and public safety.

The device is an important tool in the chain of survival which includes, recognizing a medical emergency, calling 9-1-1, and performing CPR until EMS arrives on-scene.

California City, California 93505
TREASURER'S MONTHLY REPORT OF INVESTMENT
May 2016

The general investment portfolio consists of funds for operations, capital improvement projects (CPI), water rate stabilization, administration replacements and reserves.

General Investment Accounts	Balance on 4/30/2016	Net Transactions	Balance on 5/31/2016	Percent of Total
Local Agency Investment Fund (122)	\$ 3,014,568	\$ 1,000,000	\$ 4,014,568	42.50%
Kern County Investment Fund (20202)	\$ 4,023,681	\$ -	\$ 4,023,681	42.60%
Sub-Total Investment Accounts	\$ 7,038,249	\$ 1,000,000	\$ 8,038,249	
General Operating Accounts	4/30/2016	Net Transactions	5/31/2016	
Bank of the Sierra -- General Checking	\$ 2,257,796	\$ (851,931)	\$ 1,405,865	14.88%
Petty Cash - City Hall	\$ 500	\$ -	\$ 500	0.01%
Petty Cash - City Manager	\$ 200	\$ -	\$ 200	0.00%
Petty Cash - Fire	\$ 250	\$ -	\$ 250	0.00%
Petty Cash - Police	\$ 250	\$ -	\$ 250	0.00%
Petty Cash - Parks & Recreation	\$ 100	\$ -	\$ 100	0.00%
Sub-Total Operating Accounts	\$ 2,259,096	\$ (851,931)	\$ 1,407,165	
Total City Operating Funds	\$ 9,297,345	\$ 148,069	\$ 9,445,414	100.00%

Restricted Successor Agency Accounts				
Checking Account	4/30/2016	Net Transactions	5/31/2016	
Successor Agency -- Bank of the Sierra, Checking	\$ 321,807	\$ (22,067)	\$ 299,740	100.00%
Total Successor Agency Funds	\$ 321,807	\$ (22,067)	\$ 299,740	100.00%

Restricted SDI Agency Accounts				
Checking Account	4/30/2016	Net Transactions	5/31/2016	
(SDI) -- Bank of the Sierra, Checking	\$ 45,266	\$ -	\$ 45,266	0.05%
Sub-Total SDI Checking Account	\$ 45,266	\$ -	\$ 45,266	
Investment Account (Updated Monthly)	4/30/2016	Net Transactions	5/31/2016	
(SDI) US Bank Investments	\$ 85,397,076	\$ (274,680)	\$ 85,122,396	99.02%
(SDI) Certificate of Deposit with Mission Bank	\$ 800,602	\$ -	\$ 800,602	0.93%
Sub-Total SDI Investment Accounts	\$ 86,197,678	\$ (274,680)	\$ 85,922,998	
Total SDI Agency Funds	\$ 86,242,944	\$ (274,680)	\$ 85,968,264	100.00%

INVESTMENT POLICY

The Treasurer shall invest the City's monies as permitted in the City's approved investment policy. The Treasurer shall consider current and projected cash needs in making such investments.

* Contact City Treasurer for US Bank investment breakdown.

Keith L Middleton, Treasurer

California City, California 93505
TREASURER'S MONTHLY REPORT OF INVESTMENT
May 2016

US Bank		
Market Value Summary - CUSTODIAN ACCOUNT	4/30/2016	4/30/2016
Beginning Market Value	84,700,504	84,534,981
Ending Market Value	84,534,981	84,260,301
Investment Results	(165,523)	(274,680)
Market Value Summary - REDEVELOPEMENT AGENCY PROJ AREA TAX	4/30/2016	4/30/2016
Beginning Market Value	6	6
Ending Market Value	6	6
Investment Results	-	-
Market Value Summary - SUCCESSOR AGENCY Proj Area TAX INTEREST	4/30/2016	4/30/2016
Beginning Market Value	3	3
Ending Market Value	3	3
Investment Results	-	-
Market Value Summary - SUCCESSOR AGENCY Proj Area TAX PRINCIPAL	4/30/2016	4/30/2016
Beginning Market Value	3	3
Ending Market Value	3	3
Investment Results	-	-
Market Value Summary - SUCCESSOR AGENCY Proj Area TAX RESERVE	4/30/2016	4/30/2016
Beginning Market Value	862,082	862,082
Ending Market Value	862,082	862,082
Investment Results	-	-
Grand Total	85,397,076	85,122,396

Report Criteria:

Report type: Invoice detail

Bank Bank Number = 1

Check Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
06/16	06/27/2016	97658	Frontier	Telephone Service from Ve	081503-5 061916	2,076.31	2,076.31
Total 97658:							2,076.31
06/16	06/27/2016	97659	So California Gas Co	Gas Summary Account # 17	1691-1 061916	224.88	224.88
Total 97659:							224.88
Grand Totals:							2,301.19

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 6/27/16Finance Director ZZ


CCI.

Report Criteria:

Report type: Invoice detail
Check.Check Number = 97660
Bank.Bank Number = 1
Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
06/16	06/27/2016	97660	Ferguson, Dawn	Grant Writing Class	REG # 93766727	1,010.50	1,010.50
Total 97660:							1,010.50
Grand Totals:							1,010.50

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 6/27/2016Finance Director 

Report Criteria:

Report type: Invoice detail
Bank.Bank Number = 1
Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
06/16	06/28/2016	97661	Abdias De La Cruz	Construction Trash Deposit	BP15902	500.00	500.00
Total 97661:							500.00
06/16	06/28/2016	97662	Frederick Richardson Constr	Construction Trash Deposit	BP15908	500.00	500.00
Total 97662:							500.00
06/16	06/28/2016	97663	Frontier	760373-8606 070174-5 Po	070174-5 061316	270.86	270.86
Total 97663:							270.86
06/16	06/28/2016	97664	U S Bank Corporate Payment	XXX-9269 Bus Card	XXX-9269 052516	2,927.77	2,927.77
06/16	06/28/2016	97664	U S Bank Corporate Payment	XXX-0694 Jeff Armstrong	XXXX-0694 052516	1,138.72	1,138.72
06/16	06/28/2016	97664	U S Bank Corporate Payment	XXX5030 Brenda Daverin	XXXX-5030 052516	3,714.60	3,714.60
06/16	06/28/2016	97664	U S Bank Corporate Payment	XXX-7239 Police	XXXX-7239 052516	1,559.98	1,559.98
06/16	06/28/2016	97664	U S Bank Corporate Payment	XXX-7254 Police	XXXX-7254 052516	1,846.58	1,846.58
06/16	06/28/2016	97664	U S Bank Corporate Payment	XXX-7288 Fire	XXXX-7288 052516	1,193.26	1,193.26
06/16	06/28/2016	97664	U S Bank Corporate Payment	XXX7304 Public Works	XXXX-7304 052516	8,477.22	8,477.22
06/16	06/28/2016	97664	U S Bank Corporate Payment	XXX-7312 Public Works	XXXX-7312 052516	2,366.28	2,366.28
06/16	06/28/2016	97664	U S Bank Corporate Payment	XXX-9301 City Mgr	XXXX-9301 052516	697.94	697.94
Total 97664:							23,922.35
Grand Totals:							25,193.21

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 6-28-2016

Finance Director



Report Criteria:

Report type: Invoice detail
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 Bank.Bank Number = 1
 Check.Voided = no

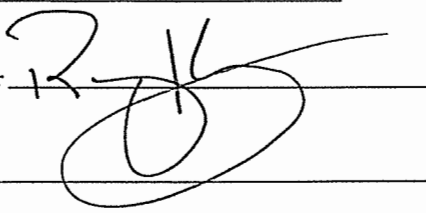
GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
06/16	06/28/2016	97665	Bound Tree Medical	Medical Supplies	821178890	38.24	38.24
Total 97665:							38.24
06/16	06/28/2016	97666	Brownells, Inc	Weapons Maint. -Repair To	12682648.00	487.82	487.82
Total 97666:							487.82
06/16	06/28/2016	97667	BSN Sports, LLC	WheelChair Accessible Tabl	7266985A	897.36	897.36
06/16	06/28/2016	97667	BSN Sports, LLC	WheelChair Accessible Tabl	7279516A	897.36	897.36
Total 97667:							1,794.72
06/16	06/28/2016	97668	California Housing Partners, L	Refund 21225 76th	103533.04	23.83	23.83
Total 97668:							23.83
06/16	06/28/2016	97669	CDW Government Inc	Ms Project Software for Cit	DJG8491	371.12	371.12
Total 97669:							371.12
06/16	06/28/2016	97670	Coldwell Banker/McAdams, P	Refund 8449 Viburnum	101974.06	13.51	13.51
Total 97670:							13.51
06/16	06/28/2016	97671	Corcoran, Pat	Uniform Allowance	061416	600.00	600.00
Total 97671:							600.00
06/16	06/28/2016	97672	Dennis Automotive	Auto Service	17657	80.00	80.00
06/16	06/28/2016	97672	Dennis Automotive	Auto Service	17662	144.00	144.00
Total 97672:							224.00
06/16	06/28/2016	97673	DigiTech Inc.	Security Service	87614121 061216	6.57	6.57
Total 97673:							6.57
06/16	06/28/2016	97674	Downs, Joellen	Uniform Allowance	052616	600.00	600.00
Total 97674:							600.00
06/16	06/28/2016	97675	Ferguson, Praet & Sherman	Attorney Fees James Neal II	19696,19780,19856	373.22	373.22
Total 97675:							373.22
06/16	06/28/2016	97676	Gallant, Rocky	Uniform Allowance	061416	600.00	600.00
Total 97676:							600.00
06/16	06/28/2016	97677	Glisson, Larissa	Uniform Draw Down	052616	600.00	600.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 97677:							600.00
06/16	06/28/2016	97678	Global Premier Properties	Refund 8651 S. Loop	105401.14	22.36	22.36
Total 97678:							22.36
06/16	06/28/2016	97679	Gray, Jon	Refund 7880 Dogwood	106466.07	40.05	40.05
Total 97679:							40.05
06/16	06/28/2016	97680	Hach Company	Annual Service Contract	9959120	3,226.00	3,226.00
Total 97680:							3,226.00
06/16	06/28/2016	97681	Heck, Ethan & Ashley	Refund 10617 Bay	103885.08	12.33	12.33
Total 97681:							12.33
06/16	06/28/2016	97682	High Desert Realty/Randall Br	Refund 10733 Jeremy	102355.04	59.40	59.40
Total 97682:							59.40
06/16	06/28/2016	97683	IMC Realty	Refund 8872 Oleander	104978.06	16.46	16.46
Total 97683:							16.46
06/16	06/28/2016	97684	Office Depot	Office Supplies	844787740001	175.63	175.63
06/16	06/28/2016	97684	Office Depot	Office Supplies	846786022001	161.21	161.21
Total 97684:							336.84
06/16	06/28/2016	97685	Platt, Craig	Vehicle Purchase Reimburs	06-28-16	8,750.00	8,750.00
Total 97685:							8,750.00
06/16	06/28/2016	97686	R S I Petroleum Prod	Fuel	1066844	59.70	59.70
06/16	06/28/2016	97686	R S I Petroleum Prod	Fuel	1066846	151.30	151.30
Total 97686:							211.00
06/16	06/28/2016	97687	Senior Association of Californ	Reimbursement for Janitori	062416	2,352.59	2,352.59
Total 97687:							2,352.59
06/16	06/28/2016	97688	Shaw, Moses, Mendenhall & A	Airport Gen Liability	372232	7,746.00	7,746.00
Total 97688:							7,746.00
06/16	06/28/2016	97689	Staples Advantage	Office Supplies, Janitorial	405119,516345,602	659.72	659.72
Total 97689:							659.72
06/16	06/28/2016	97690	Villarreal, Blanca	Refund 217 Desert Breeze	100068.04	43.25	43.25
Total 97690:							43.25
Grand Totals:							29,209.03

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
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I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 6-28-2016

Finance Director 

Report Criteria:

Report type: Invoice detail

Check.Check Number = {>} 97664

Bank.Bank Number = 1

Check.Voided = no

Report Criteria:

Report type: Invoice detail

Bank.Bank Number = 1

Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
07/16	07/01/2016	97691	Teresa Mavromichalis	Settlement of Water Damag	7/1/16	20,000.00	20,000.00
Total 97691:							20,000.00
Grand Totals:							20,000.00

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 7/1/16Finance Director [Signature]

Report Criteria:

Report type: Invoice detail

Bank Bank Number = 1

Check Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
07/16	07/06/2016	97692	Frontier	Telephone Service from Ve	062303-5 062816	239.17	239.17
Total 97692:							239.17
07/16	07/06/2016	97693	Gregory Fielding	Operator Training Reimbur	715863	218.35	218.35
Total 97693:							218.35
07/16	07/06/2016	97694	Melchor, Raymundo	Construction Trash Deposit	BP15909	500.00	500.00
Total 97694:							500.00
07/16	07/06/2016	97695	Parsac	Liability, Property, Crime B	17-6, 17-112, 17-75	244,965.00	244,965.00
Total 97695:							244,965.00
07/16	07/06/2016	97696	Petty Cash - Police Dept	Replenish Petty Cash	062816	250.00	250.00
Total 97696:							250.00
07/16	07/06/2016	97697	SERVPRO of Lancaster 9209 I	Water Damage Clean Up	5079422	17,101.33	17,101.33
Total 97697:							17,101.33
07/16	07/06/2016	97698	So California Edison Co	Fire Dept. TPP	2-38-050-0140 070	312.81	312.81
Total 97698:							312.81
Grand Totals:							263,586.66

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 7/6/16Finance Director [Signature]

Report Criteria:

Report type: Invoice detail

Bank.Bank Number = 1

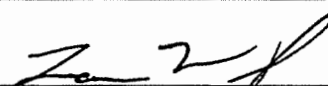
Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
07/16	07/07/2016	97699	Amber Chemical, Inc.	Hypochlorite Solution	0336866	603.08	603.08
Total 97699:							603.08
07/16	07/07/2016	97700	AmeriPride	Laundry Service	2100531247	126.80	126.80
07/16	07/07/2016	97700	AmeriPride	Laundry Service	2100532706	192.80	192.80
Total 97700:							319.60
07/16	07/07/2016	97701	Bakersfield Well & Pump Inc	Purging & Sampling of Mon	16608	3,000.00	3,000.00
Total 97701:							3,000.00
07/16	07/07/2016	97702	Cal City Auto Supply	Auto Parts Public Works	62516	2,237.43	2,237.43
Total 97702:							2,237.43
07/16	07/07/2016	97703	CDW Government Inc	Caselle Server Equipment	SEE ATTACHED 063	14,524.61	14,524.61
Total 97703:							14,524.61
07/16	07/07/2016	97704	Central Valley Occupational	Pre Employ Testing	070116	753.00	753.00
07/16	07/07/2016	97704	Central Valley Occupational	Pre Employ Testing	167-247	753.00	753.00
07/16	07/07/2016	97704	Central Valley Occupational	Pre Employ Testing	SEE ATTACHED 063	5,413.00	5,413.00
Total 97704:							6,919.00
07/16	07/07/2016	97705	Charter Communications	Police Internet Cable Servic	0118706 062416	215.00	215.00
Total 97705:							215.00
07/16	07/07/2016	97706	Chief	Boots for Clerks Pants for C	125841, 148493	164.98	164.98
Total 97706:							164.98
07/16	07/07/2016	97707	City Hardware	Public Works	063016	5,918.65	5,918.65
Total 97707:							5,918.65
					Account Numbers		
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106793.01 061316	235.67	235.67
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106796.01 061316	1,330.29	1,330.29
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106797.01 061316	8,002.46	8,002.46
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106798.01 061316	2,063.51	2,063.51
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106800.01 061316	305.84	305.84
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106801.01 061316	928.55	928.55
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106804.01 061316	928.55	928.55
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106805.01 061316	613.97	613.97
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106806.01 061316	13,926.47	13,926.47
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106807.01 061316	73.85	73.85
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106808.01 061316	2,063.51	2,063.51
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106809.01 061316	235.67	235.67
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106810.01 061316	235.67	235.67
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106811.01 061316	250.08	250.08
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106812.01 061316	972.84	972.84

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
					Account Numbers		
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106813.01 061316	235.67	235.67
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106818.01 061316	73.85	73.85
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106819.01 061316	354.66	354.66
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106820.01 061316	4,694.95	4,694.95
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106822.01 061316	241.78	241.78
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106823.01 061316	247.50	247.50
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106824.01 061316	898.36	898.36
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106825.01 061316	235.67	235.67
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106826.01 061316	2,063.51	2,063.51
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106827.01 061316	435.90	435.90
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106828.01 061316	73.85	73.85
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106829.01 061316	4,431.82	4,431.82
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106830.01 061316	44.22	44.22
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106831.01 061316	356.44	356.44
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106848.01 061316	73.85	73.85
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106849.01 061316	73.85	73.85
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106861.01 061316	44.22	44.22
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106863.01 061316	52.14	52.14
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	106873.01 061316	88.44	88.44
07/16	07/07/2016	97708	City Of Cal City-General	Water Service	109799.01 061316	2,063.51	2,063.51
Total 97708:							48,951.12
07/16	07/07/2016	97709	De Lage Landen	Copier Lease	50570066	199.55	199.55
Total 97709:							199.55
07/16	07/07/2016	97710	Deere Credit	Heavy Equipment Purchase	1700903	5,192.48	5,192.48
Total 97710:							5,192.48
07/16	07/07/2016	97711	Direct Results Media LLC	Legal Notices	46423, 46337	115.15	115.15
07/16	07/07/2016	97711	Direct Results Media LLC	Legal Notice PH w/Map	46638	281.69	281.69
07/16	07/07/2016	97711	Direct Results Media LLC	Advertising	AS ATTACHED 06-3	1,287.12	1,287.12
Total 97711:							1,683.96
07/16	07/07/2016	97712	Ferguson Waterworks	Transmission Line Supplies	SEE ATTACHED 063	34,560.48	34,560.48
07/16	07/07/2016	97712	Ferguson Waterworks	Inventory	WD001682	1,106.98	1,106.98
Total 97712:							35,667.46
07/16	07/07/2016	97713	Great America Financial	Postage Machine Lease	18956673	965.39	965.39
Total 97713:							965.39
07/16	07/07/2016	97714	Haaker Equipment Co.	Flusher Hose	C22559	1,720.00	1,720.00
Total 97714:							1,720.00
07/16	07/07/2016	97715	RMC Water & Environment	IRWMP Grant Application	22116	7,879.50	7,879.50
Total 97715:							7,879.50
07/16	07/07/2016	97716	Sage Staffing	Temp Mary Johnson	54613	1,725.60	1,725.60
Total 97716:							1,725.60

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Grand Totals:							<u>137,887.41</u>

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 07/07/16Finance Director 

Report Criteria:

Report type: Invoice detail

Bank.Bank Number = 1

Check.Voided = no

CITY COUNCIL

July 12, 2016

TO: Mayor and City Council

FROM: Tom Weil

SUBJECT: Transient Occupancy Tax (TOT) increase

BACKGROUND: Currently the City of California City Transient Occupancy Tax is six (6%) percent whereas the majority of Kern County Cities have adopted a ten (10%) percent rate. The increase of 10% percent in the City's Transient Occupancy Tax imposed would be considered a general tax within the meaning of Article XIII C of the California Constitution. The revenues generated by this tax are available for general governmental purposes and shall be deposited into the County's General Fund account(s). The revenues from this tax shall be available for appropriation by the City Council of the City of California City for any lawful expenditure.

RECOMMENDATION: The City Council authorize the resolutions attached to call for the placement of the TOT increase on the November 8th ballot along with the update to the TOT ordinance if the change is passed by the voters.

FISCAL IMPACT: The City will see an increase of \$11,000 to the General Fund for budget year FY 16/17. Currently the City is forecasted to receive \$28,425 after transfers under a TOT sharing agreement are made. For FY 17/18 the City will receive the full TOT remittance due to the TOT sharing agreement ending in February 28th, 2017.

ENVIRONMENTAL ACTION: N/A

The Finance Director has reviewed the staff report and finds the recommendations to be within the budget constraints of the Department.

CBI.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY, CALIFORNIA, CALLING AN ELECTION FOR A MEASURE TO INCREASE THE TRANSIENT OCCUPANCY TAX RATE; REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF KERN TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE.

WHEREAS, the City of California City levies a transient occupancy tax, sometimes referred to as the City's "hotel guest tax," pursuant to the Uniform Transient Occupancy Tax Law of the City of California City (Section 3-2.1.401 *et seq.* of the California City Municipal Code); and

WHEREAS, the City Council of the City of California City desires to call a General Municipal Election to be held on November 8, 2016, for the purpose of deciding a measure to increase the City's transient occupancy tax rate; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the city the precincts, polling places and election officers of the two elections be the same, and that the County Election Department of the County of Kern canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Kern is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 8, 2016, for the purpose of deciding a measure to increase California City's transient occupancy tax rate by the ordinance attached as Exhibit 1.

SECTION 2. That Pursuant to Elections Code Section 9222, the City Council hereby orders the following question be submitted to the qualified electors of the City of California City at the election to be held November 8, 2016:

Shall an ordinance increasing the rate of the City of California City's Transient	YES
---	-----

Occupancy (Hotel Guest) Tax, from 6% to 10%, raising an estimated \$40,000 annually in additional general fund revenues until the tax is reduced or repealed by the voters, be adopted?	NO
---	----

SECTION 3. That the Kern County Registrar of Voters Office is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide or special election.

SECTION 4. That arguments for and against said measure may be filed in accordance with applicable provisions of the law. The City Clerk shall consider other arguments and rebuttal arguments filed by bona fide associations or individual residents who are eligible to vote in accordance with Elections Code Sections 9282, 9285 and 9287. Pursuant to Section 9285 of the California Elections Code, the provisions of which are hereby adopted, when the City Clerk has selected the arguments for and against the measure which will be printed and distributed to the voters, the City Clerk shall send copies of the argument in favor of the measure to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. The rebuttal arguments shall be filed with the City Clerk not more than ten (10) days after the final date for filing direct arguments. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument, which it seeks to rebut. The text of the measure shall be printed on the ballot in the voter information portion of the sample ballot.

SECTION 5. That the Board of Supervisors is requested to issue instructions to the County Election Department, Kern County Registrar of Voters Office, to take any and all steps necessary for the holding of the consolidated election.

SECTION 6. That the City of California City recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 7. That the City Clerk is hereby directed to file a certified copy of this resolution with the Kern County Board of Supervisors and the Kern County Registrar of Voters.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this ____ day of June, 2016, by the following vote:

AYES:
NOES:
ABSENT:

JENNIFER WOOD
MAYOR

ATTEST:

DENISE HILLIKER
CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN L. BETTENHAUSEN
CITY ATTORNEY

Exhibit 1: Increase in Transient Occupancy Tax Ordinance

STATE OF CALIFORNIA)
COUNTY OF KERN) ss.
CITY OF CALIFORNIA CITY)

I, Denise Hilliker, hereby certify that I am the duly appointed City Clerk of the City of California, California; and that the foregoing resolution was duly adopted at a meeting of the City Council of the City of California, California, held on the day of , 2016.

DENISE HILLIKER
CITY CLERK

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA
CITY, CALIFORNIA, AMENDING SECTION 3-2.1.403 OF THE
CALIFORNIA CITY MUNICIPAL CODE TO INCREASE THE CITY'S
TRANSIENT OCCUPANCY TAX FROM SIX PERCENT TO TEN
PERCENT, AND REQUIRING ANY FUNDS GENERATED AS A RESULT
OF THE INCREASE TO BE USED FOR GENERAL GOVERNMENTAL
PURPOSES**

The People of the City of California City do ORDAIN as follows:

Section 1. Section 3-2.1.403 of the California City Municipal Code is amended to read as follows:

Sec. 3-2.1.403. - Taxes imposed.

For the privilege of occupancy in a hotel, each transient shall be subject to and shall pay tax in the amount of ten percent (10%) of the rent charged by the operator.

Such tax shall constitute a debt owed by each transient to the City, which debt shall be extinguished only by payment to the operator or to the City. The unpaid tax shall be due upon the transient's ceasing to occupy space in the hotel.

If for any reason the tax due is not paid to the operator of the hotel, the Tax Administrator may require such tax be paid directly to the Tax Administrator.

Section 2. General Tax. The increase of four percent (4%) in the City's Transient Occupancy Tax imposed by this ordinance is a general tax within the meaning of Article XIIC of the California Constitution. The revenues generated by this tax are available for general governmental purposes and shall be deposited into the City's General Fund. The revenues from this tax shall be available for appropriation by the City Council of the City of California City for any lawful expenditure. Nothing in this ordinance or in any other ordinance, resolution or policy of the City shall be construed as limiting, in any way, the amount or the objects of the appropriations and expenditures that can be made from the revenue of this tax increase, nor be construed as creating a continuing appropriation.

Section 3. Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid by a final decision of a court of competent jurisdiction, such decision shall not affect the remaining portions of this ordinance or its application to other persons and circumstances.

Section 4. Effective Date. This ordinance shall take effect as provided by law. This ordinance shall become effective according to law only if at least a majority of the electors voting on the measure at the election on November 8, 2016 vote to approve enactment of the ordinance. If it becomes effective, the operative date of Section 1 of this ordinance

shall be January 1, 2017. The provisions of section 3-2.1.403 of the California Municipal Code which were in effect on November 8, 2016, shall remain in effect through December 31, 2016.

Section 5. Within 15 days after the votes are received from the November 2016 election, and if such votes show that a majority of voters have voted in favor of this ordinance, this ordinance shall be published in a publication of general circulation serving California City. Section one of this ordinance shall be codified in the California Municipal Code; the remaining sections shall not be codified. Codification shall only occur if the increase is approved by the voters on November 8, 2016.

Section 6. The foregoing ordinance was approved for submission to the voters by the City Council at a regular meeting of the City Council of the City of California City, held on the ____ day of _____, 2016, by the following vote, which is no less than a two-thirds vote of all members of the Board as required by Government Code section 53724(b):

AYES:

NOES:

ABSENT:

Jennifer Wood, Mayor

ATTEST:

Denise Hilliker, City Clerk

CITY COUNCIL

July 12, 2016

TO: Mayor and City Council
FROM: Tom Weil
SUBJECT: Special verses General Tax

BACKGROUND: The City of California City will be asking voters once again to fund a tax that will assist with the City's General Fund. The use of a special tax in the form of a Parcel Tax has been applied in the past and is currently in use until June 30th, 2018. The following details the differences of the two taxing processes that the Council can consider for supplementing the City's General Fund which as the attached exhibits reflect will fall from \$4.8 surplus today to a negative \$1.3 by the end of the fiscal year if the tax today were no longer in place.

Special Purpose Measures are used to fund specific, clearly defined projects and services to meet community needs. Typically, Special Purpose measures create a designated fund and/or defined line item separate from the General Fund to establish direct funding for the outlined needs/services. All the items are consistent with a focused expenditure purpose. For example, a City may wish to pursue a Special Purpose measure to fund Public Safety, Library Services, or Street Maintenance. Under this mechanism, all revenue is spent solely on projects/issues related to the "special purpose" defined by the measure. In some cases categories can be combined if there is a clear and logical link between the needs and services.

General Purpose Measures can be used to fund any scope of projects and services that are part of a City's General Fund expenditures. Because the money becomes part of the City's General Fund, these measures provide greater flexibility in the number of issues that can be addressed; and the issues are not required to be categorically linked.

SPECIAL PURPOSE vs. GENERAL PURPOSE AT-A-GLANCE

Special Purpose

- **Requires 2/3rds (66.7%) majority to pass**
- Expenditure Plan developed
- Money is allocated for specific projects/local benefits as outlined in the Expenditure Plan. Examples: Public Safety Sales Tax; Library measure
- Fiscal accountability provisions can be built into the measure
- Election Timing: no restrictions
- Defined Constituency typically plays a lead role in a partisan campaign, serving as an additional source of information in addition to what the city provides

CB 2.

General Purpose

- **Requires 50% +1 to pass**
- No Expenditure Plan developed
- Money goes into the General Fund and is, therefore, more flexible in its final allocation. Examples: TOT, UUT's, Sales Tax
- Limited fiscal accountability provisions
- Election Timing: Can only be put on the ballot during regularly scheduled Municipal Elections
- Typically, because of its "general" nature, no Defined Constituency steps forward to advocate during a partisan campaign, putting more of an informational burden on the City from start to finish

Article excerpts from Catherine Lew, Esq., President and CEO of the Lew Edwards Group

There are exemptions to the tax that in the future Council may want to consider such as:

Senior Exemption. Properties owned and occupied by people age 65 years or older often may obtain an exemption.

• **Disability Exemption.** Properties owned and occupied by people who receive Supplemental Security Income for a disability, regardless of age, often may obtain an exemption from parcel taxes. Other parcel tax ordinances/resolutions may offer an exemption for properties owned and occupied by those who receive Social Security Disability Insurance benefits, regardless of age, as long as the person's annual income does not exceed a certain threshold.

• **Contiguous Parcel Exemption.** Multiple parcels that are contiguous, and are owned by one owner, may receive an exemption in which the contiguous parcels are treated as one for tax purposes. Some local governments apply the contiguous rule only to parcels owned by homeowners, and only if the homeowner lives on the property.

In these cases property owners may have to apply annually for exemptions by submitting forms to the city, county, special district, or other entity administering the tax. Some local governments that offer exemptions automatically grant an exemption to property owners who previously submitted an application. Applications for an exemption typically are available on a local government's website, where finance information is maintained.

Article excerpts from Catherine Lew, Esq., President and CEO of the Lew Edwards Group and the Cal Tax Foundation

RECOMMENDATION: The City Council engage the public in discussion as to what option is best to follow for supplementing the City's General Fund.

ATTACHMENTS: 2016/17 Budget Summary Sheets (with and without the special Tax)

FISCAL IMPACT: None at this time

ENVIRONMENTAL ACTION: N/A

The Finance Director has reviewed the staff report and finds the recommendations to be within the budget constraints of the Department.

CITY OF CALIFORNIA CITY Summary of Revenues, Transfers, Expenditures and Fund Balances - ALL FUNDS 2016-17 FISCAL YEAR BUDGET W/ POLICE AND FIRE IN GEN FUND							
FUND NO.	FUNDS	Beginning Estimated Balance 07/01/2015	Projected Surplus/Deficit 06/30/2016	Est Beginning Balance 07/01/2016	Proposed Revenue 2016/2017	Proposed Expense 2016/2017	Estimated Ending Balance 06/30/2017
	Governmental Funds						
	General Fund (Unadjusted)						
10	General Fund	3,213,147	31,695	3,244,842	4,262,053	4,100,744	3,406,151
	Police & Fire Funds						
18	Police Services	678,953	(223,810)	455,143	3,593,059	3,590,899	581,380
19	Fire Services	878,008	(69,496)	808,512	3,035,770	2,958,051	886,231
	Total Police & Fire Funds	1,556,961	(293,306)	1,263,655	6,628,829	6,548,950	1,467,611
	General Fund (Adjusted)	4,770,108	(261,611)	4,508,497	10,890,882	10,649,694	4,873,762
	Special Revenue Funds						
11	Building and Planning	(99,097)	99,097	0	0	0	0
15	Renaissance Donations	0	0	16,487	6,100	4,900	17,687
16	OHV Recreation Programs	0	0	0	163,524	163,524	0
17	OHV EMS Grant	334	0	334	0	0	334
20	COPS Recovery	430	0	430	41,666	37,355	4,741
23	Special Tax-Measure L	15,473	(15,473)	0	10,000	0	10,000
24	Special Tax-Measure A (Old)	266,230	(266,230)	0	100,000	0	100,000
25	Supplemental Law (COPS)	18,634	(18,634)	0	100,000	100,000	0
26	Public Safety Augmentation	22,889	(22,889)	0	115,000	115,000	0
27	Street Services	2,605,799	(458,296)	2,147,503	1,106,980	1,106,947	2,147,536
28	Proposition 30 (AB 109)	(8,722)	8,722	0	62,500	62,500	0
29	OHV permits Program	(162)	162	0	185,000	164,865	20,135
30	Police Asset Forfeiture Services	10,648	(10,638)	10	12,000	11,000	1,010
72	SDI Fund	93,100,573	(50,500)	93,050,073	290,000	290,000	93,050,073
	Total Special Revenue Funds	95,933,029	(734,679)	95,214,837	2,192,770	2,056,091	95,351,516
	Debt Service Fund						
71	AMMDA	97,487	(19,270)	78,217	37,000	17,167	98,050
	Total Governmental Funds	100,800,624	(1,015,560)	99,801,551	13,120,652	12,722,952	100,323,328
	Enterprise Funds						
50	Water Reserve Fund	1,302,329	(855,694)	446,635	0	446,635	0
51	Water Enterprise Fund	(295,746)	(1,207,348)	(1,503,094)	5,986,929	5,239,901	(756,066)
52	Sewer Enterprise Fund	(17,151)	585,637	568,486	1,763,029	1,238,312	1,093,203
53	Airport	53,810	(101,060)	(47,250)	351,867	343,887	(39,270)
54	Dial-A-Ride Enterprise Fund	(190,769)	126,662	(64,107)	489,117	352,131	72,879
55	Public Works Admin Enterprise Fu	0	0	0	1,246,194	1,246,130	64
	Total Enterprise Funds	852,473	(1,451,803)	(599,330)	9,837,136	8,866,996	370,810
	Successor Agency						
73	Successor Agency Fund	0	0	0	250,000	250,000	0
	Capital Projects Fund						
90	Street Capital Projects Fund	0	0	0	728,428	685,119	43,309
92	Wastewater Capital Projects Fund	0	0	0	0	0	0
93	Airport Capital Projects Fund	0	0	0	93,968	93,968	0
94	Water Projects Fund	0	0	0	0	0	0
95	Drainage Project Fund	0	96,500	96,500	96,500	96,500	96,500
97	General Fund Capital Projects Fund	0	0	0	724,856	724,856	0
98	Fire Capital Projects Fund	0	0	1,124,513	350,000	1,474,513	0
	Total Capital Projects Funds	0	96,500	1,221,013	1,993,752	3,074,956	139,809
	GRAND TOTAL	101,653,097	(2,370,863)	100,423,234	25,201,540	24,914,904	100,833,947

CITY OF CALIFORNIA CITY Summary of Revenues, Transfers, Expenditures and Fund Balances - ALL FUNDS 2016-17 FISCAL YEAR BUDGET - W/ POLICE AND FIRE IN GEN FUND (EXCL. SPEC TAX REV)							
FUND NO.	FUNDS	Beginning Estimated Balance 07/01/2015	Projected Surplus/Deficit 06/30/2016	Est Beginning Balance 07/01/2016	Proposed Revenue 2016/2017	Proposed Expense 2016/2017	Estimated Ending Balance 06/30/2017
	Governmental Funds						
	General Fund (Unadjusted)						
10	General Fund	3,213,147	31,695	3,244,842	4,262,053	4,100,744	3,406,151
	Police & Fire Funds						
18	Police Services	678,953	(223,810)	455,143	257,041	3,590,899	(2,878,715)
19	Fire Services	878,008	(69,496)	808,512	306,300	2,958,051	(1,843,239)
	Total Police & Fire Funds	1,556,961	(293,306)	1,263,655	563,341	6,548,950	(4,721,954)
	General Fund (Adjusted)	4,770,108	(261,611)	4,508,497	4,825,394	10,649,694	(1,315,803)
	Special Revenue Funds						
11	Building and Planning	(99,097)	99,097	0	0	0	0
15	Renaissance Donations	0	0	16,487	6,100	4,900	17,687
16	OHV Recreation Programs	0	0	0	163,524	163,524	0
17	OHV EMS Grant	334	0	334	0	0	334
20	COPS Recovery	430	0	430	41,666	37,355	4,741
23	Special Tax-Measure L	15,473	(15,473)	0	10,000	0	10,000
24	Special Tax-Measure A (Old)	266,230	(266,230)	0	100,000	0	100,000
25	Supplemental Law (COPS)	18,634	(18,634)	0	100,000	100,000	0
26	Public Safety Augmentation	22,889	(22,889)	0	115,000	115,000	0
27	Street Services	2,605,799	(458,296)	2,147,503	1,106,980	1,106,947	2,147,536
28	Proposition 30 (AB 109)	(8,722)	8,722	0	62,500	62,500	0
29	OHV permits Program	(162)	162	0	185,000	164,865	20,135
30	Police Asset Forfeiture Services	10,648	(10,638)	10	12,000	11,000	1,010
72	SDI Fund	93,100,573	(50,500)	93,050,073	290,000	290,000	93,050,073
	Total Special Revenue Funds	95,933,029	(734,679)	95,214,837	2,192,770	2,056,091	95,351,516
	Debt Service Fund						
71	AMMDA	97,487	(19,270)	78,217	37,000	17,167	98,050
	Total Governmental Funds	100,800,624	(1,015,560)	99,801,551	7,055,164	12,722,952	94,133,763
	Enterprise Funds						
50	Water Reserve Fund	1,302,329	(855,694)	446,635	0	446,635	0
51	Water Enterprise Fund	(295,746)	(1,207,348)	(1,503,094)	5,986,929	5,239,901	(756,066)
52	Sewer Enterprise Fund	(17,151)	585,637	568,486	1,763,029	1,238,312	1,093,203
53	Airport	53,810	(101,060)	(47,250)	351,867	343,887	(39,270)
54	Dial-A-Ride Enterprise Fund	(190,769)	126,662	(64,107)	489,117	352,131	72,879
55	Public Works Admin Enterprise Fund	0	0	0	1,246,194	1,246,130	64
	Total Enterprise Funds	852,473	(1,451,803)	(599,330)	9,837,136	8,866,996	370,810
	Successor Agency						
73	Successor Agency Fund	0	0	0	250,000	250,000	0
	Capital Projects Fund						
90	Street Capital Projects Fund	0	0	0	728,428	685,119	43,309
92	Wastewater Capital Projects Fund	0	0	0	0	0	0
93	Airport Capital Projects Fund	0	0	0	93,968	93,968	0
94	Water Projects Fund	0	0	0	0	0	0
95	Drainage Project Fund	0	96,500	96,500	96,500	96,500	96,500
97	General Fund Capital Projects Fund	0	0	0	724,856	724,856	0
98	Fire Capital Projects Fund	0	0	1,124,513	350,000	1,474,513	0
	Total Capital Projects Funds	0	96,500	1,221,013	1,993,752	3,074,956	139,809
	GRAND TOTAL	101,653,097	(2,370,863)	100,423,234	19,136,052	24,914,904	94,644,382

CITY COUNCIL

July 12, 2016

TO: Mayor and City Council

FROM: Craig C Platt Public Works Director

SUBJECT: Well 3 & 15 Mainline Replacement Project – Phase II

.....
BACKGROUND

Staff is requesting to purchase materials for phase II of the mainline replacement project to tie-in and complete well upgrades on Well 3 and 15. We have requested quotes from 3 pipe suppliers for this project and the lowest material prices were received from Ferguson Waterworks.

We will be purchasing the materials to complete the addition of Well 3 and 15 into the mainline project. This will complete the second phase of this project from Mendiburu Road to California City Blvd (well 3) and ending at well 15, 400 feet south of Great Circle off Neuralia Road.

This section of mainline will be constructed using 12 inch C909 Ultra Blue PVC Pipe pressure class 235 totaling approximately 5,900 feet. Completing this section will allow the water system to supply water to the City's transmission line on Randsburg Mojave Road without running through the City's main distribution system allowing the department to control water pressure throughout the city.

RECOMMENDATION

Staff requests authorization to purchase material for the Well 3 & 15 (phase II) mainline replacement project in the amount of \$314,303, project number 20-502-15 fund 95-7005-730 with a current fund balance of \$638,832 fund 95-3820 as of May 30, 2016 and authorize the finance department to transfer said funds to the water capital fund 95-7005-730 and further authorize the remaining fund balance be used for future water capital improvement projects.

FISCAL IMPACT

\$314,832 project number 20-502-15 fund number 95-7005-730

ENVIRONMENTAL ACTION

NONE

ATTACHMENTS

Material Breakdown.

			\$ 42,518.40	\$ 57,960.00	\$ 183,825.00	\$ 30,000.00	\$ 314,303.40	
No.	Description	Quantity	Labor	Equipment	Materials	Subs	Total	cost / unit
	Mobilization	1	\$ -	\$ -	\$ -	\$ -	\$ -	
1	Well Transmission Line	5900	\$ 42,518.40	\$ 57,960.00	\$ 183,825.00	\$ 30,000.00	\$ 314,303.40	\$ 53.27
2	2	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	3	3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	4	4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	5	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
totals			\$ 42,518.40	\$ 57,960.00	\$ 183,825.00	\$ 30,000.00	\$ 314,303.40	

Well 2 - Well 14 Pipe Estimates 01-15-2015

Pipe Estimates Well 2 - Well 14									
Quantity in Feet	Material	Ferguson	HD Supply	Winwater					
16500	16" C909 Class C165	\$18.06	\$297,990.00	\$18.63	\$307,395.00	\$18.15	\$299,475.00		
16500	16" C905	\$25.77	\$425,205.00	\$26.75	\$441,375.00	not included	\$0.00		
880	12" C900	\$14.46	\$12,724.80	\$15.63	\$13,754.40	\$15.23	\$13,402.40		
880	12" C909	\$13.60	\$11,969.76	\$14.03	\$12,346.40	\$13.67	\$12,029.60		
7400	10" C909	\$10.67	\$78,980.20	\$11.01	\$81,474.00	\$10.74	\$79,376.00		
7400	10" C900	\$10.30	\$76,220.00	\$11.07	\$81,918.00	\$10.79	\$76,846.00		
Total estimate			\$903,089.76						

Yellow = low bid

STAFF REPORT
For
City Council

Council Meeting Date: July 12, 2016

To: Mayor and Council

From: Sgt. Ben Blanton and OHV Recreation Program Staff

Subject: Purchase of articulated concrete fabric to complete one of the project deliverables for the current Ground Operations grant G14-03-26-G01

Background: In the current ground operations grant, there is a project deliverable that will address certain erosion threats on two routes in the OHV recreation area (Second Community). This project is also known as an Arizona crossing.

The material needed for the project is articulated concrete, otherwise known as concrete fabric. This material is used in erosion control applications under various conditions and in various climates across the country. The Forest Service uses this material in California to control stream erosion where streams and routes converge. After consulting with the public works director and the State of California Parks and Recreation Soils Specialist (retired), it was determined that four routes in particular in the OHV Recreation Area would benefit from the installation of the articulated concrete to control erosion at wash crossings. A small section of Lincoln Avenue and the wash crossing at Merrick near Rutgers are targeted for treatment for this project. Two additional locations, the wash on Virginia and one on Brown Road, will be addressed in the next ground operations grant cycle.

Staff attempted to locate other companies that made this type of material to no avail. Contech is the sole source for articulated concrete and they were able to provide a quote on the job.

The material for the project is listed under materials and supplies in G14-03-26-G01. Because the amount requested in the grant does not cover the current quote for the material, the state grants administrator, Martha Ibarra, has been contacted regarding the discrepancy. She approved the overage June 21, 2016 and the copy of that approval is attached to this report. The grant application was approved by council via resolution in 2015. The current grant was signed and approved for the time period of October 1, 2015 to September 30, 2016.

Recommendation: City Council approve this request.

Fiscal Impact: \$32,009.00 from Grant Reimbursable fund 16-4226-630

The finance director has reviewed the staff reports and finds the recommendations to be within the budget constraints of the department

Environmental Impact: No environmental impact is expected from this project. It is considered street maintenance and will, in fact, enhance erosion control.

Submitted: Sgt. Ben Blanton and OHV Recreation Staff

NB 1.

Quote # QUO-248429-W3N1R5					
Date	5/17/2016	Account Name	California City Police Department	Reply-To	
Quote #	QUO-248429-W3N1R5	Contact Name	Ruth Anne Welling	Contech Rep.	Andrew Runk
		Phone	(760) 373-7085	Address	5670 Greenwood Plaza #530, Greenwood Village, Colorado, 80111
Project Name	California City PD	Fax	(760) 373-8210	Phone	303-241-8154
Project #	542719	Email	rwelling@californiacitypd.org	Fax	
Project City/State	California City, CA			Email	ARunk@conteches.com

Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech COS") included herewith and/or viewable at www.conteches.com/cos. A valid tax exemption certificate must be issued to Contech or sales tax will be added.

Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total
	<p>ArmorFlex 85 Large MAT Polyester cable</p> <p>Includes freight to the site, or to the nearest over-the-road truck accessible location, one drop point per truck.</p> <p>Includes 1 roll of appropriate geotextile, type preliminarily identified as C-80NW or equivalent.</p> <p>Includes use of a spreader bar for installation for up to one week; additional rental time available at a rate of \$500/week. Also includes return freight for the spreader bar back to the plant of origin upon request.</p>	2136.00	2136.00	\$13.94	SQ FT	\$29,775.84
						Total \$29,775.84
(Tax not included)						Net Total \$29,775.84

Standard Notes

- 1.1. Spreader Bar rental rate is \$500/week until returned. Customer will be invoiced \$15,000 for spreader bar if not returned within 30 days of the final shipment of material. 2. Typical spreader bar weighs 3,800-lbs. 3. Bar will arrive with delivery of mats, but may not necessarily arrive on initial truck. 4. Spreader Bar rental does not include rigging or cables.
2. All orders must be shipped within 30 days of manufacture or a storage charge applies equal to a maximum of 5% per month of the selling price of the stored material.
3. Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of \$75.00 per hour thereafter will be added.
4. One or more of the products quoted herein is nonstandard and not returnable. A down payment equal to 1/3 of the item(s) total is required and must be received prior to commencement of any performance by Contech.
5. Prices are based on standardized loading to achieve full truckloads. If special loading requirements are needed additional freight charges will be added.
6. Prices are f.o.b. origin with freight allowed to the jobsite with unloading by others at a truck accessible location.
7. Prices for rolled geosynthetic materials are for full roll quantities only. If roll sizes are not shown contact Contech for available roll sizes.
8. Quotation is based upon estimated (not guaranteed) quantities. Buyer must verify final quantities needed prior to commencement of work by Contech. If Buyer elects to purchase from Seller only a portion of the material quoted, Seller retains the right to adjust its prices.
9. Rush orders will be invoiced at 20% over the original prices quoted. Rush orders are those orders that displace the normal manufacturing queue at the plant.
10. The estimated lead time for the submittal package is 1-2 weeks from the receipt of a signed purchase document and receipt of the required design documents and project information. Approval review process is in addition to stated timeframes. The estimated manufacturing lead time for this material is 6-8 weeks from the receipt of approved submittal documents.
11. The sale of these materials requires a preconstruction meeting be held that must include Contech and all parties directly involved in the construction process.
12. This material will be manufactured for this particular project and is not subject to cancellation. See Section 19 of the Contech COS.
13. This quotation expires 30 days from the date shown. Prices are firm for shipment within 90 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.

Quote # QUO-248429-W3N1R5

Scope Of Work**ArmorFlex**

Pricing includes the following work by Contech:

1. Quantities
 - a. The quantities and block class(es) quoted herein are based on representation of the project by others and our interpretation of their project plans and specifications.
 - b. Actual quantities needed may vary and is to be determined by the BUYER who agrees to pay for all quantities shipped and invoiced.
 - c. The buyer is responsible for verifying final quantities and block class(es) necessary to fulfill the requirements of the project.
2. Spreader/Lifting Bar
 - a. If requested, a lift bar (not including rigging or cables) can be rented directly from Contech.
 - b. Spreader Bar rental rate is \$500/week until returned. Customer will be invoiced \$15,000 for spreader bar if not returned within 30 days of the final shipment of material.
 - c. Typical spreader bar weighs 3,800-lbs.
 - d. Bar will arrive with delivery of mats, but may not necessarily arrive on initial truck.
3. Returns
 - a. Any returns, once-fabrication of mats has begun, will be subject to a 50% restocking fee. A 25% restocking fee will apply to all hand-placed units.
 - b. This fee applies whether or not the material has been delivered to the jobsite.
 - c. Any damaged units will not be accepted.
 - d. Contractor is responsible for loading and freight on all returned materials.
4. Delivery
 - a. Sequential mat shipping is not guaranteed.
 - b. Block mat layout drawings will be available from Contech 14 business days after receipt of signed quotation or suitable purchase order. Please note that mat layout drawings are not P.E. stamped drawings. Material will be available 6 to 8 weeks after Contech receives written approval of mat layout drawings. The buyer must approve the mat layout.
 - c. The buyer and seller will agree to a specific delivery date at the time the order is placed. This date will be confirmed or modified as necessary by our production representative and the buyer prior to production of materials. Once an agreed upon date has been established, the buyer will be asked to confirm in writing the agreed upon date. In the event the buyer cannot accept delivery by the agreed upon date, the buyer will be invoiced for the material in full and pay a storage fee not to exceed 5% per month of the selling price of the stored materials.
5. Geotextiles
 - a. The performance of the block system is dependent on the geotextile included herein.
 - b. The quantity shown for the geotextile is an estimate based upon interpretation of the plans.
 - c. Overlaps and waste may require up to 30% additional square footage of geotextile than the square footage of the block revetments. This additional amount has been included in the pricing of this job.
6. Other
 - a. Damage to access roadways is not the responsibility of the trucking firm or Contech.
 - b. Mats must be grouted end to end (where cable loops meet). Also, most projects require all gaps between mats greater than 2" to be grouted. Cost of grouting is the responsibility of the contractor.
7. To the fullest extent permitted by law, customer shall defend, indemnify, hold harmless and reimburse Contech and its affiliates, parent corporations, officers, directors, employees and agents, as well as its successors in interest, from for and against any and all claims, liens, suits, actions, losses, costs, expenses, damages, penalties and liabilities, including but not limited to attorney's and expert witness fees, whether actual or alleged, and whether directly incurred or from third parties, which arise out of or relate to the provision of Contech owned equipment for customer's or its contractor's, employee's or agent's use or the use of the Contech owned equipment by the customer, its contractors, employees or agents.

PAYMENT TERMS ARE 1/2%-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION. THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES, INCLUDING BUT NOT LIMITED TO KEYSTONE RETAINING WALL SYSTEMS LLC.

Acceptance**Contech Engineered Solutions LLC.**WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech COS INCLUDED HEREWITH AND VIEWABLE AT www.conteches.com/cos

By

Andrew Runk

Company

(O)

303-241-8154

By

(F)

Title

(Cell)



Quotation

Quote # QUO-248429-W3N1R5			
Date		Title	

Quote # QUO-248429-W3N1R5

Contech - CONDITIONS OF SALE

1. **ACCEPTANCE.** This quotation is an offer to sell to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. **LIMITED WARRANTIES.** Seller warrants that it can convey good title to the products sold under this contract and that they are free of liens and encumbrances. Seller also warrants that the products sold under this contract are substantially free from defects in material and workmanship for a period of one year after the date of delivery. There are no express or implied warranties with respect to products sold hereunder which are misused, abused or used in conjunction with mechanical equipment improperly designed, used or maintained, or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product or service sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products or services. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure or raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.

6. **BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES.** In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the products purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Ohio law to any claims its buyer might assert against Seller with respect to products manufactured by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Cincinnati, Ohio or the common pleas court for Butler County, Ohio. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. **PASSAGE OF TITLE.** Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither

Buyer nor the consignee shall have the right to divert or reassign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.

8. **PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS.** Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts, and Buyer is responsible for all costs of collection including without limitation reasonable attorneys' fees and court costs.

9. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. **CLAIMS BY BUYER.** Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify conformance with the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective products within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. **MECHANICAL PROPERTIES; CHEMICAL ANALYSES.** Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. **PATENTS.** Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. **PERMISSIBLE VARIATIONS.** The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. **TECHNICAL ADVICE.** Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. **TAXES.** No taxes imposed with respect of the sale of the products or services sold hereunder are included in any quotation by Seller. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.

16. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following:

- (1) the contract price for all products which have been completed prior to termination;
- (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice

consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price;

- (3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and
- (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. **SELLER'S RIGHT OF TERMINATION.** In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the directive, effected or impaired termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

19. **DELIVERY.** Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of thirty (30) days after the wanted date shown on the face of the order or within thirty (30) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:

- (a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or
- (b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. **PERIOD OF LIMITATIONS.** Buyer and Seller agree that any action by Buyer against Seller relating to this contract or the products sold hereunder, including, without limitation, any action for breach of contract or warranty, or otherwise in connection with the products sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues or one year of delivery of the products sold hereunder, if less.

21. **CONFLICTING PROVISIONS OFFERED BY BUYER.** Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. **SEVERABILITY.** In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. **APPLICABLE LAW.** This contract shall be governed by, and construed and enforced in accordance with, the laws of Ohio. Buyer and Seller specifically agree that any legal action brought relating to this contract shall be brought and tried exclusively in the federal district court in Cincinnati, Ohio, or, in the absence of jurisdiction, the Butler County Court of Common Pleas in Hamilton, Ohio.

REV. 03/15



Ruthanne Welling <rwelling@californiacitypd.org>

Ground Ops G14

2 messages

Ruthanne Welling <rwelling@californiacitypd.org>

Tue, Jun 21, 2016 at 1:12 PM

To: "Ibarra, Martha@Parks" <Martha.Ibarra@parks.ca.gov>

Hello Martha,

Per our discussion, would it be acceptable to move funds within the Ground Operations G14 grant to cover the unanticipated higher amount for the articulated concrete fabric in the amount of \$11,000. We would like to move funds from the line items dump truck rental, lumber, and janitorial supplies. Thank you for your time!

—

Ruthanne Welling
Administrative Clerk (Grant)
OHV Recreation Program
California City, Ca
(760) 373-0892 Mobile
(760) 373-7085 Office
(760) 373-8210 Fax

Ibarra, Martha@Parks <Martha.Ibarra@parks.ca.gov>

Tue, Jun 21, 2016 at 2:40 PM

To: Ruthanne Welling <rwelling@californiacitypd.org>

Cc: "Ibarra, Martha@Parks" <Martha.Ibarra@parks.ca.gov>

Hi Ruthanne

Your request to reallocate funds as identified below is approved for the G14-03-26-G01 project.

Please retain this email as verification of Division approval.

Martha Ibarra

California State Parks - Off-Highway Motor Vehicle Recreation Division

1725 23rd Street, Suite 200

Sacramento, CA 95816

(916) 324-5211

Martha.Ibarra@parks.ca.gov

City of California City
Budget Transfer Request Form

Department Requesting Transfer: CCPD

Department Head: CHOF HURTADO Contact Phone: 760 373 8606

Fund Number: 16

1. Transfer Funds out of account #: 16-4226-450 Title: MATERIALS & SUPPLIES

Current Balance: 30,000 Date Balance was Checked: 7/6/16

Transfer Funds into account #: 16-4226-630 Title: OTHER CONTRACTS

Current Balance: 24,000 Date Balance was Checked: 7/6/16

Amount requested to be Transferred: \$ 8,009

Projected New Balance if approved: 32,009⁰⁰

Justification: TO COVER GRANT APPROVED EXPENSE FOR
CONCRETE FABRIC.

Department Requesting Transfer: _____

Department Head: _____ Contact Phone: _____

Fund Number: _____

2. Transfer Funds out of account #: _____ Title: _____

Current Balance: _____ Date Balance was Checked: _____

Transfer Funds into account #: _____ Title: _____

Current Balance: _____ Date Balance was Checked: _____

Amount requested to be Transferred: _____

Projected New Balance if approved: _____

Justification: _____

Authorized Signatures for Account funds to be Transferred

Department Head Requesting the Transfer:

ERIC HURTADO [Signature] Date: 7/6/16
Print Name Signature

City Manager:

Tom Wink [Signature] Date: 7/4/16
Print Name Signature

For Finance Department Use Only

Are the funds available for transfer: YES X No _____ (one or the other must be checked)

Processed by: Rudy Hernandez [Signature] Date: 7-6-2016
Print Name Signature

Approved by: _____ Date: _____
Print Name Signature

CITY COUNCIL

July 12, 2016

TO: Mayor and City Council

FROM: Tom Weil

SUBJECT: Disadvantaged Community Involvement Funding (Prop 1B DWR)

BACKGROUND: The six Integrated Water Management Groups within the Lahontan Region have mutually agreed on a funding split for the Disadvantage Communities Involvement funding that will be available to each IRWM region under the new round of Prop 1B. Only one application will be submitted for the six IRWM's which has led to Inyo-Mono IRWM Program Office being the lead for this effort with remaining IRWM contributing a fair share of \$4,000 dollars for the work effort. All monies submitted for the application process will be reimbursed through the grant. Grant funding eligible for the Fremont Valley Basin is \$229,186.84.

RECOMMENDATION: The City Council approve the Lahontan Area Disadvantaged Community Involvement Funding Proposal as presented and authorize the City Manager to process the \$4,000 dollar application fee for this effort.

ATTACHMENTS: Lahontan Area DAC Involvement Funding Proposal and Invoice

FISCAL IMPACT: Fremont Basin 51-5115-320 \$4,000. This is a shared cost that will be billed to Mojave PUD and AVEK for reimbursement.

The Finance Director has reviewed the staff report and finds the recommendations to be within the budget constraints of the Department.

ENVIRONMENTAL ACTION: N/A

NB 2.

Lahontan Area Disadvantaged Community Involvement Funding Proposal Process

- Funding available: \$2.45 million, which equates to 10% of Lahontan funding area allocation
 - This has been confirmed by Melissa Sparks

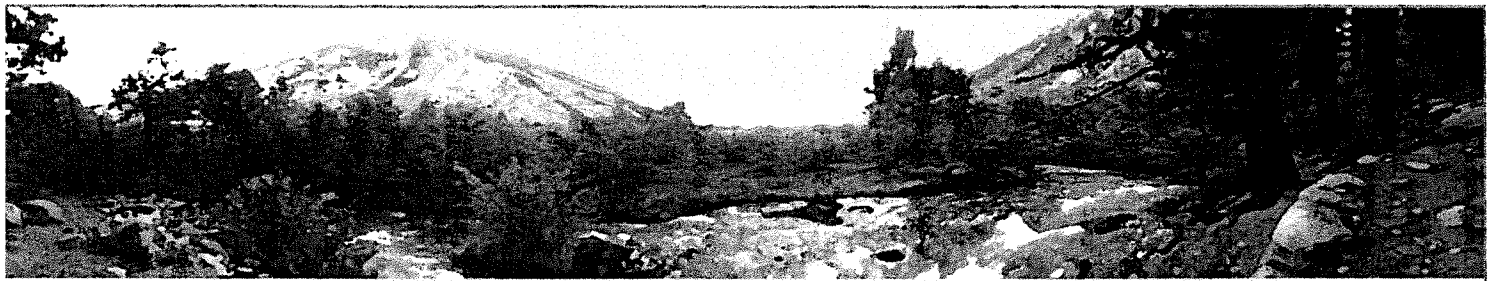
DAC Proposal Scenarios	Mojave	Mono Inyo	Antelope Valley	Tahoe Sierra	Lahontan Basins	Premont Valley	Sums
DAC Funding split w/ Fremont included	\$665,383.95	\$397,205.98	\$604,381.78	\$279,221.04	\$274,620.41	\$229,186.84	\$ 2,450,000.00
Fremont share split using formula (\$213,143)	\$ 66,063.55	\$ 40,976.67	\$ 60,357.07	\$ 29,939.69	\$ 29,509.32		
DAC funding split without Fremont, distributed according to formula	\$ 731,447.51	\$ 438,182.65	\$ 664,738.85	\$ 309,160.74	\$ 304,129.73		\$ 2,447,659.47

- Inyo-Mono IRWM Program Office staff will be the point people for DWR and liaison among DWR, CRWA (grantee), and IRWM regions
 - Mark and Holly will determine division of labor between them for the purposes of the proposal
 - Holly will also eventually be the project coordinator for the 5/6-region grant as well as the lead for the Inyo-Mono portion of the project
- Each IRWM region will designate 1-2 representatives to be point people for their regional project proposals
- **Proposal Development/Coordination Tasks (coordination with CRWA takes place throughout):**
 - a. Each region will develop an initial list of project tasks
 - b. Inyo-Mono staff will look for commonalities among work plans to propose common tasks
 - c. Holly and Mark will visit each region during proposal process to discuss project work and overall proposal (or, alternatively, hold region-wide in-person meeting)
 - d. It will be necessary to wait for final Guidelines and RFP before developing final proposal materials
 - e. Holly will develop template documents for proposal
 - f. Holly will lead coordination and compilation of all Lahontan IRWM regional proposals; Mark will assist with synthesizing and integrating proposal materials
 - g. Each region will then develop a full work plan (activity descriptions), statement of qualifications, budget, and schedule, according to the requirements of the RFP
 - h. Regions will work with Inyo-Mono to develop the DAC Background section
 - i. Check-in calls with DWR to discuss proposal materials as necessary
 - j. At least one representative from each region will be available to meet with DWR in the summer to discuss the proposal

- **Budget for proposal development/coordination:**
 - Proposal development/coordination costs (for Mark, Holly, or regional staff) will be reimbursable as part of the grant as of a certain date
 - Development of Inyo-Mono project portion of proposal will be covered by local monies
 - Each region will contribute \$4,000 towards Inyo-Mono's proposal coordination efforts, for a total of \$20,000-24,000, depending on the number of regions participating
 - Allowance for alternative contribution for proposals that are largely complete and/or simple?
 - Payments to go to Eastern California Water Association
 - This figure includes travel costs
 - ~1% of grant amount
 - 1st payment June 1; balance due July 1
 - Again, these should be reimbursable expenses
- **Preliminary timeline:**
 - Feedback on this proposal by April 22
 - Statement of purpose and intended accomplishments for each region's project, and associated list of project tasks/ initial work plan ideas:
Tuesday, June 7, 2016 (reference draft RFP)
 - Holly to visit regions: week of June 20, 2016
 - Final Guidelines and RFP released: mid-June
 - Final proposal submitted: July
 - Regional meeting with DWR: August

Suggestions for putting work plans together:

- Look at results and recommendations from previous DAC pilot studies
- Recommendations from December 2014 seven-region DAC workshop
- CRWA menu of services and scope of work from Mojave region



Eastern California Water Association Supporting Water Resource Management in the Eastern Sierras
ECWA 824 Burcham Flat Road, Coleville, CA 96107 760-671-0572 easterncaliforniawater@gmail.com

Date: July 6, 2016
Invoice # 100

Eastern California Water Association	TO [Name]
824 Burcham Flat Rd	[Company Name]
Coleville, CA 96107	[Street Address]
760-671-0572	[City, ST ZIP Code]
Fax [N/A]	[Phone]
easterncaliforniawater@gmail.com	Customer ID [ABC12345]

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
			July 15, 2016

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Disadvantaged community involvement proposal coordination services	\$50/hour + travel expenses	\$4,000.00
SUBTOTAL			\$4,000.00
SALES TAX			\$0.00
TOTAL			\$4,000.00

Make all checks payable to Eastern California Water Association
Thank you for your business!

CITY COUNCIL

July 12, 2016

TO: Mayor and City Council

FROM: Joe Barragan

SUBJECT: CCPD AND Public Works TRAILERS PROJECT

BACKGROUND:

The City has two double wide premanufactured trailers at Borax Bill Park. City staff wants to utilize these trailers for office space at the Shooting Range and the Public Works Yard. City Staff put out a proposal (see attached) to have a local General Contactor move the two trailers from Borax Bill Park to the two new locations. One trailer would go to the Public Works Yard. The second trailer would go to CCPD Shooting Range. The trailers would be installed approximately 36" below grade with 6" cinder block retaining walls on all sides (see plans). The permanent foundation would be of anchor piers and seismic piers to meet state requirements for prefabricated residential buildings. The offer to bid on the project was made to three construction companies. Williams Construction was the lowest most responsive bid at \$85,495.

RECOMMENDATION:

Staff is asking Council to approve the lowest bidder Williams Construction to do the project. The Police Department is asking for the approval of City Council to draw from Police Reserves (#18-03110 balance as of July 7, 2016 is \$761,016) in the amount of \$37,798 and expense account 18-4212-720 (Building Improvements) to pay for the amount to install one of the two trailers at the Shooting Range. The public works department is asking Council to approve to pay \$47,697 from Account number 10-4161-720. This expense is being funded from the insurance proceeds from the Bob parker Scout Lodge

FISCAL IMPACT:

Public Works - Buildings	10-4161-720	\$47,697
Police - Buildings	18-4212-720	\$37,798

The Finance Director has reviewed the staff report and finds the recommendations to be within the budget constraints of the Department.

ENVIRONMENTAL ACTION: No Direct

ATTACHMENTS:

Proposal
Bid Summary
Plans

N/B3.

CCPD Shooting Range and Public Works Yard Trailer Projects

Bid Start Date: 3-11-16 at 9:00 am PST at the Building Department.

Bid Due Date: 3-25-16 by 5:00 pm PST into Building Department.

Projects Address: CCPD Shooting range Public Works Yard
7700 Moss Ave and 7700 Moss Ave
California City, CA 93505 California City, CA 93505

Proposal: To have a local General Contactor move the two trailers from Borax Bill Park located at 16363 Twenty Mule Team Parkway; California City, CA 93505. One trailer will go to the Public Works Yard located at 7800 Moss Ave, California City, CA 93505. The second trailer will go to CCPD Shooting Range located at 7700 Moss Ave, California City, CA 93505. The trailers will be installed approximately 36" below grade with 6" cinder block retaining walls on all sides (see plans). The permanent foundation will be of anchor piers and seismic piers to meet state requirements for prefabricated buildings. After the prefabricated building is installed the Contractor will need to install two (2) cinder block under floor accesses with smooth bar steel grate covers (see plans).

Scope of Work for Contractor

1. The Contractor will need to have the trailers moved from Borax Bill Park location to the new locations on Moss Avenue.
2. The contractor will need to run a 2" electrical PVC conduit from the existing panel to the panel in the prefabricated buildings (see plans). The contractor will need to install and connect two (2)- two pole 100 amp breakers in the existing panel and (3) #2 THHN wires with a #6 green wire in the 2" conduit to feed the panel in the prefabricated building.
3. The contractor will need to connect all the sewer pipes in the prefabricated buildings to a new 1200 gallon septic tank one for each trailer that the contractor will install. The septic tank will need to be connected to a new 60' deep seepage pit (one for both trailers) with a 4" ABS Pipe (see plans).
4. The Contractor will need to run a 1" polyurethane water line from the existing water meter to the prefabricated buildings (see plans).
5. At the location on 7800 Moss Ave; the Contractor will need to install concrete and asphalt per plans for ADA parking lot and pathway. All work will have to meet 2013 CBC ADA Standards.

6. The Contractor will build 6" CMU walls underneath the prefabricated buildings around the perimeter per plans. The CMU walls will need to be 4" below the bottom of the "C" channel of the prefabricated building (per plan detail) so the entire CMU wall can be grouted with 3000 psi cement.
7. The Contractor needs to go over the plans and ask any questions before a quote is submitted. The Contractor will need to meet all 2013 CBC codes and all Kern County Standards.

Line item #1: Give a separate price to move the concrete cells approximately 300 feet West of property (see plan sheet "Aerial Plan").

Line item #2: Give a separate price to demolish the concrete cells and move the debris approximately 300 feet West of property (see plan sheet "Aerial Plan").

Line item #3: Give a separate price to move the metal and concrete ramp approximately 300 feet West of property (see plan sheet "Aerial Plan").

Labor: This is a prevailing wage job and employees must be paid prevailing wage.

Attachments: Blue Prints

Bids from General Contractors to frame and roof:

#1- Randall Homes Construction- \$

#2- Andrew Parker Construction- \$

#3- Williams Construction- \$

**If you have any questions please contact
Joe Barragan (760) 559-6567**

BID SUMMARY
CCPD AND THE YARD TRAILER PROJECTS

ITEM NO				Williams Construction	Parker Construction	Randall Homes
Trailer CCPD						
1	Move and Install Trailer			\$ 9,940.00		\$ 56,722.00
2	Connect Electrical			\$ 1,345.00		\$ 15,343.00
3	Install Septic tank, seepage pit and sewer line			\$ 8,220.00		\$ 16,761.00
4	Connect water			\$ 475.00		\$ 9,782.00
5	CMU walls			\$ 17,817.50		\$ 33,424.00
	Base Bid Total:		Total	\$ 37,797.50	\$ -	\$ 132,032.00
Trailer for PW Trailer						
1	Move and Install Trailer			\$ 9,940.00		\$ 56,722.00
2	Connect Electrical			\$ 1,345.00		\$ 15,343.00
3	Install Septic tank, seepage pit and sewer line			\$ 8,220.00		\$ 25,876.00
4	Connect water			\$ 475.00		\$ 9,782.00
5	CMU walls			\$ 17,817.50		\$ 33,424.00
6	ADA Parking			\$ 9,900.00		\$ 24,354.00
	Base Bid Total:		Total	\$ 47,697.50	\$ -	\$ 165,501.00
	Base Bid Total for Both Trailers:		Total	\$ 85,495.00	\$ 88,000.00	\$ 297,533.00
Separate Line Items						
1	Move Concrete Cells and Top			\$ 21,480.00	\$ 5,000.00	
2	Demo and remove Cells and Top			\$ 27,900.00	\$ 4,000.00	
3	Move Concrete Ramp			\$ 5,620.00	\$ 1,000.00	
	Separate Line Item Bid Total:		Total	\$ 55,000.00	\$ 10,000.00	\$ 15,921.00

MOSS AVE

MOSS AVE

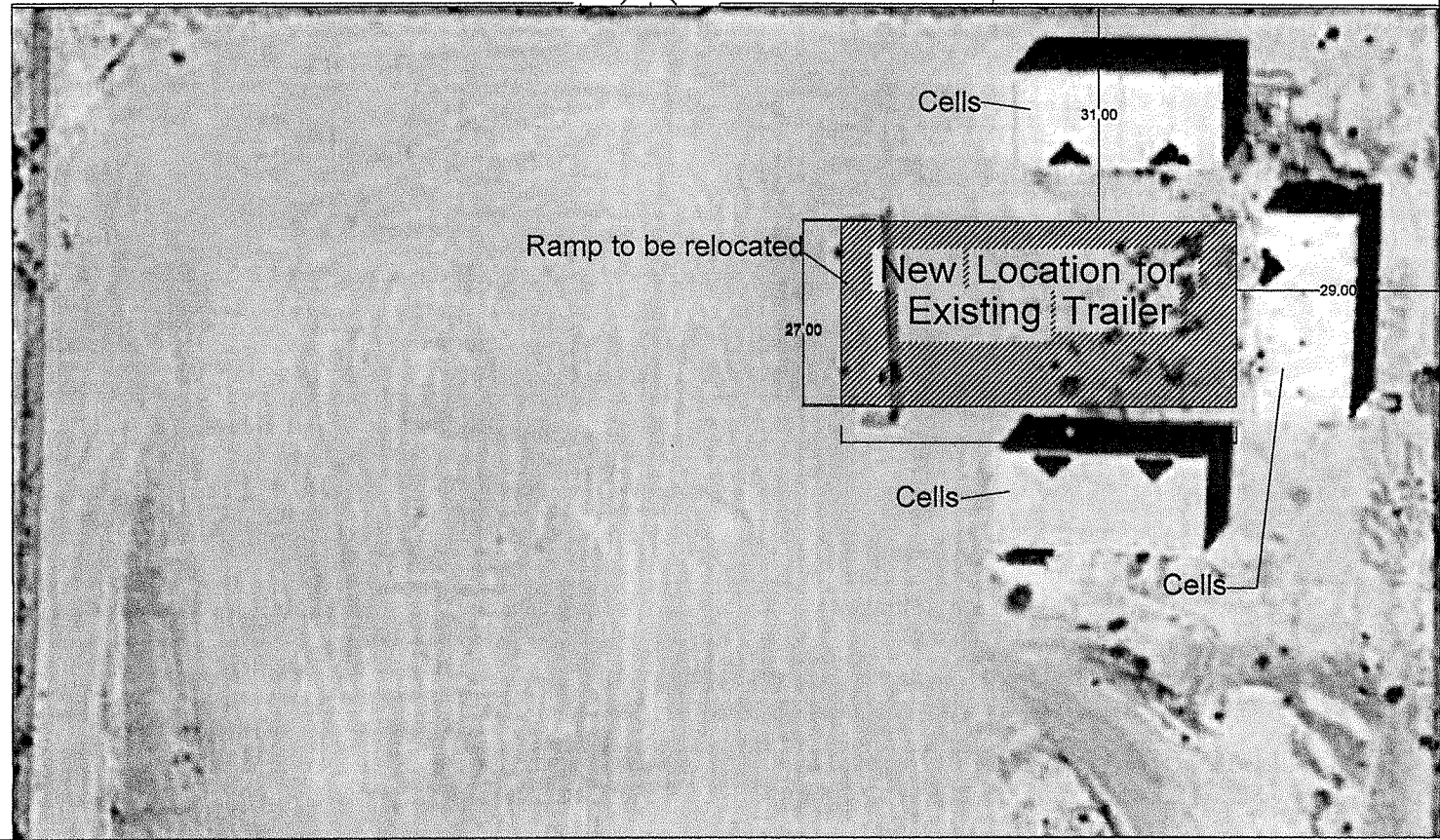
MOSS AVE



OWNER:
City of California City
21000 Hacienda Blvd
California City, CA 93505
Site Address:
California City
CCPD Shooting Range
7700 Moss Ave
California City, CA 93505

Trailer Relocation Project

Drawn By:
Joe Barragar
SCALE
1/8" = 1'
AERIAL PLAN
Page 1 of 6



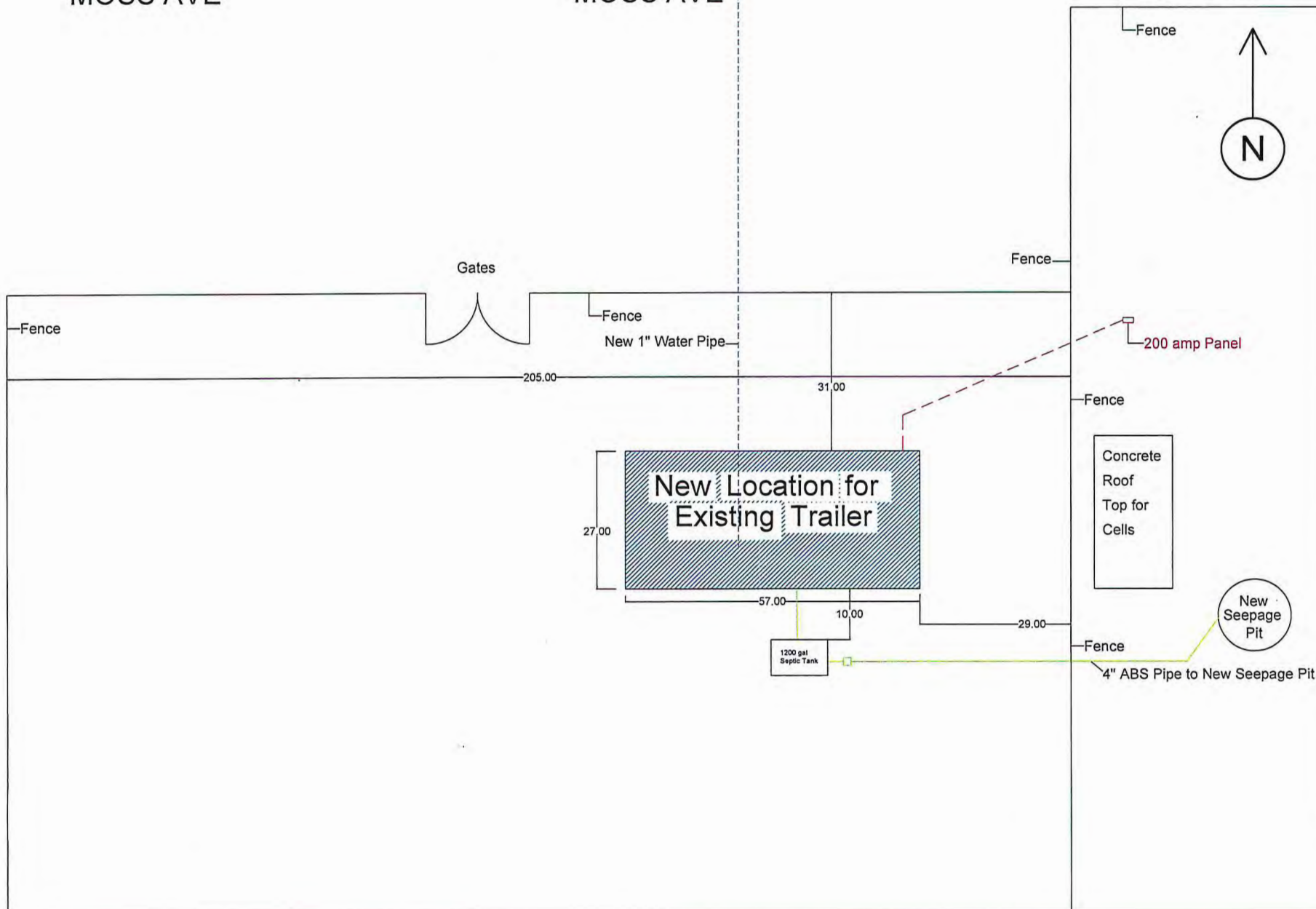
MOSS AVE

MOSS AVE

MOSS AVE



OWNER:
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California City
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7700 Moss Ave
California City, CA 93505



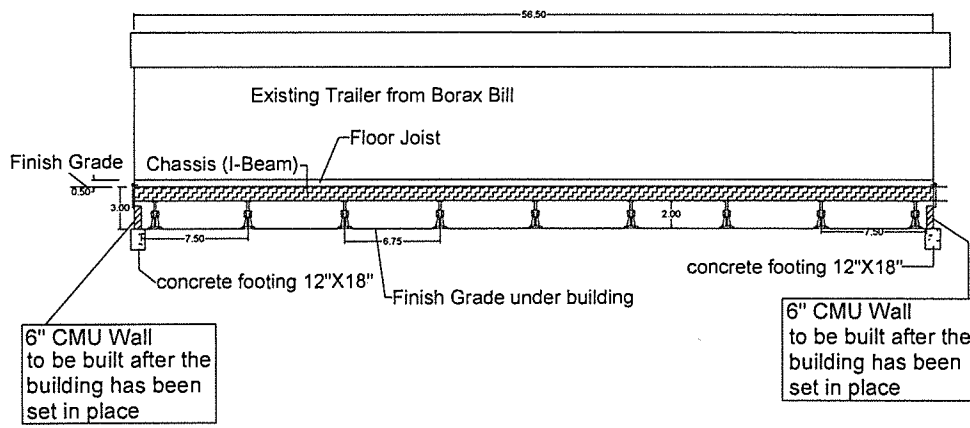
Trailer Relocation Project

Drawn By:
Joe Barragar

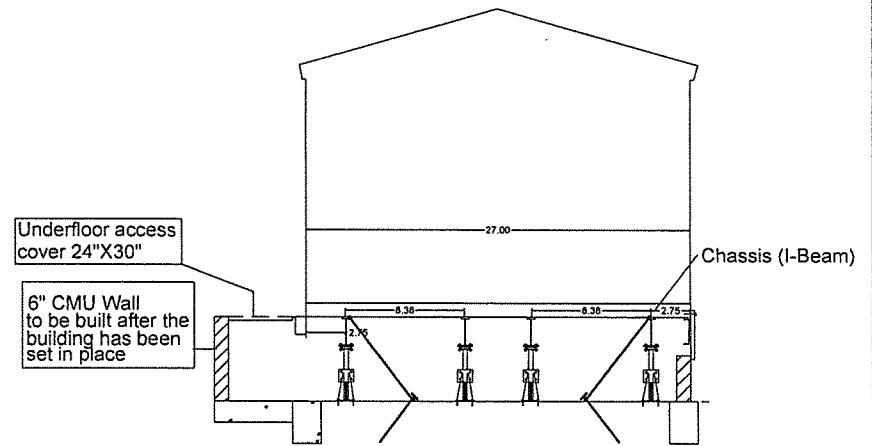
SCALE
1/8" = 1'

SITE PLAN

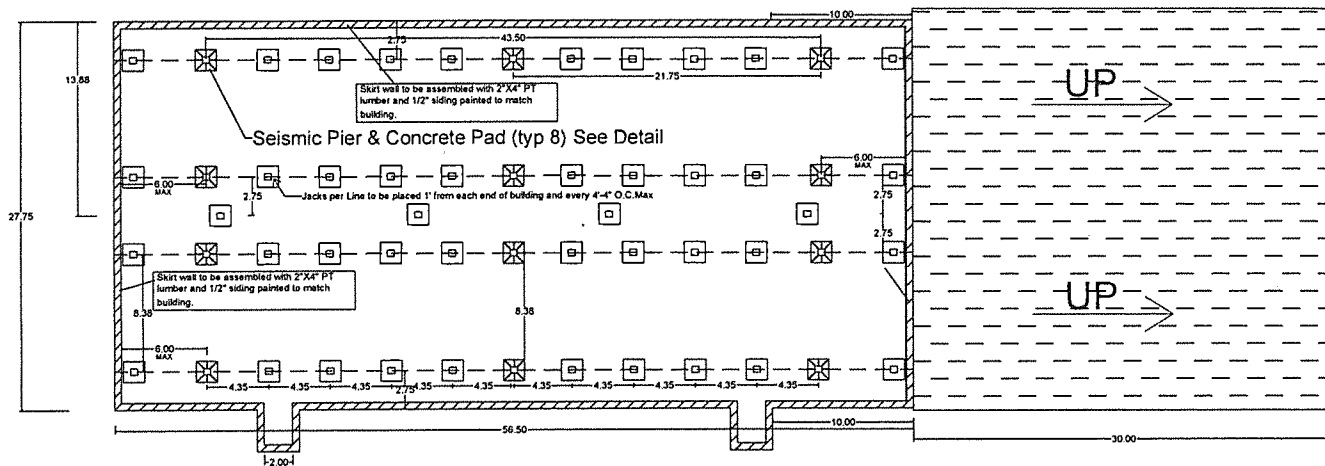
Page 2 of 6



East Elevation



South Elevation



Ramp with a 10 to 1 ratio from excavation area to existing grade.



Foundation and Excavation Plan

Foundation and Elevation Plan

SCALE 1/4" = 1'

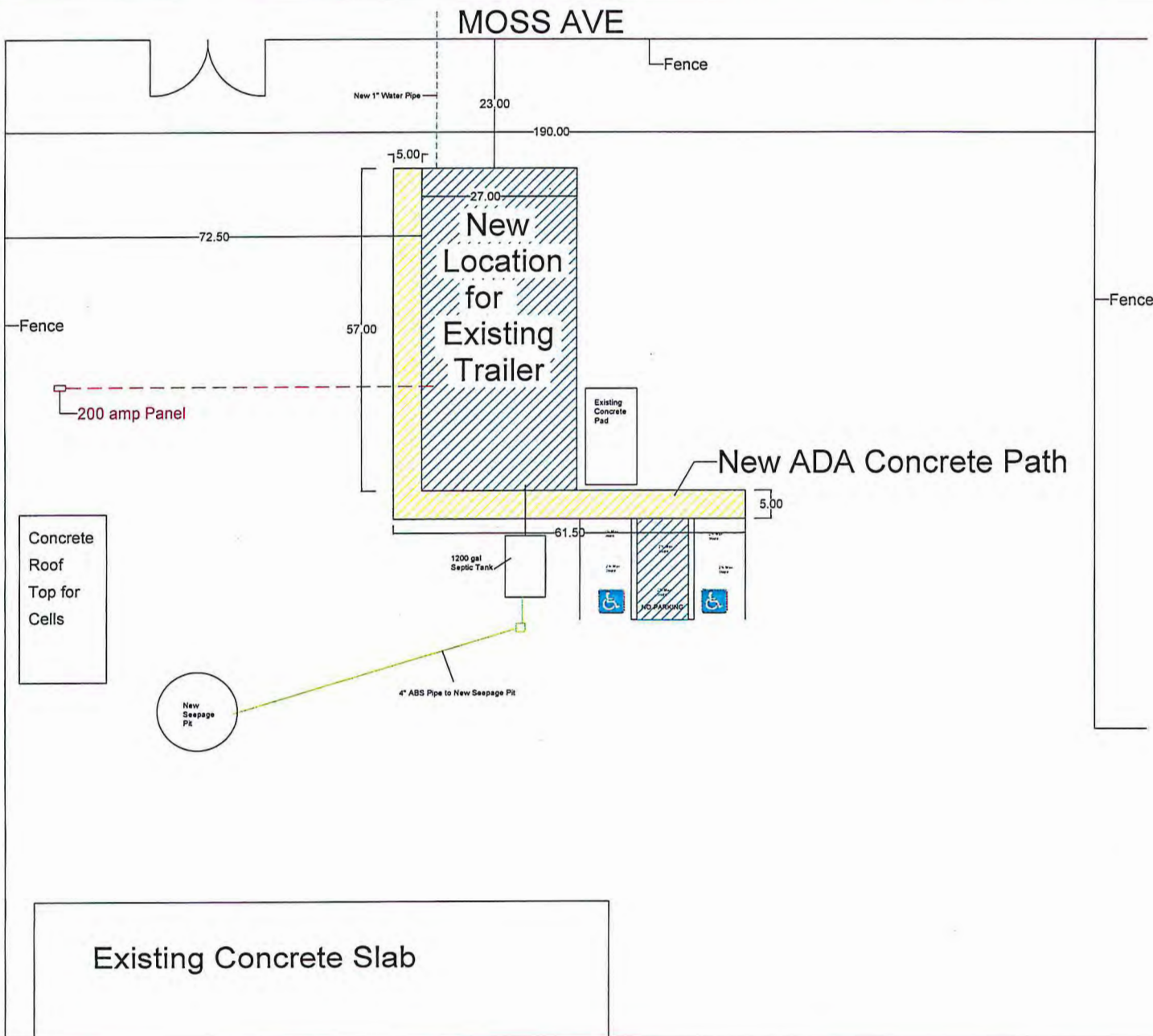
OWNER:
City of California City
21000 Hacienda Blvd
California City, CA 93505

Site Address:
CCPD Shooting Range
7700 Moss Ave
California City, CA 93505

Page 3 of 6

Drawn By: Joe Barragan





OWNER:
 City of California City
 21000 Hacienda Blvd
 California City, CA 93505
Site Address:
 California City
 Public Works Yard
 7800 Moss Ave
 California City, CA 93505



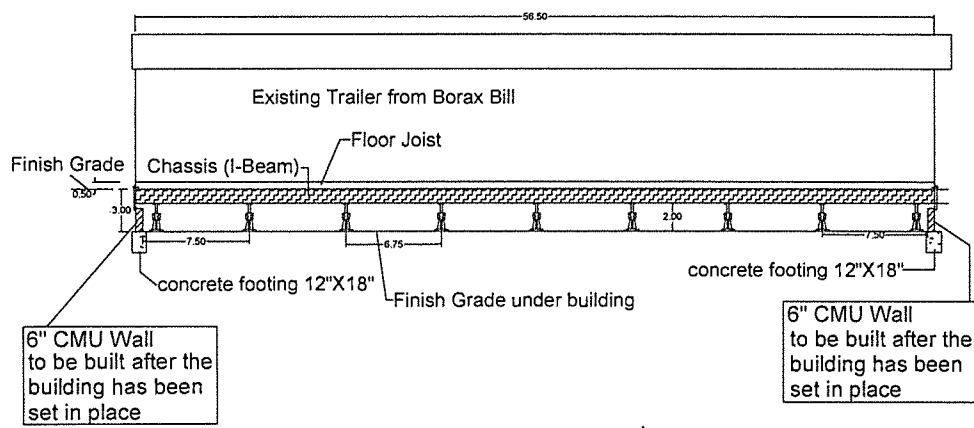
Trailer Relocation Project

Drawn By:
 Joe Barragar

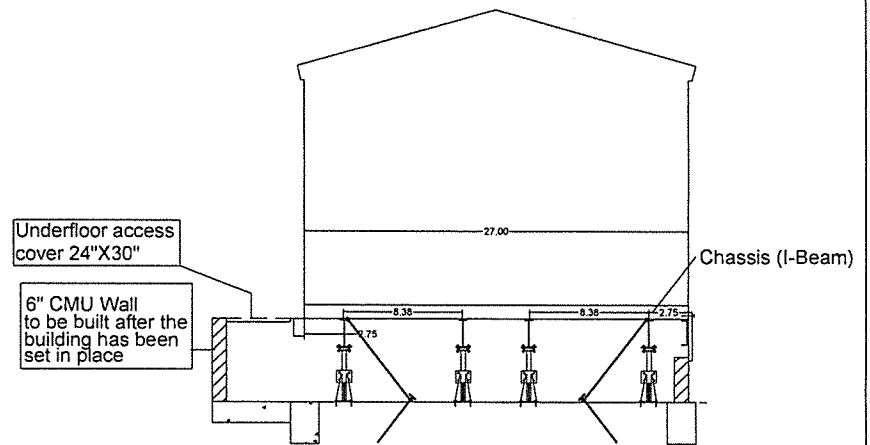
SCALE
 1/8" = 1'

SITE PLAN

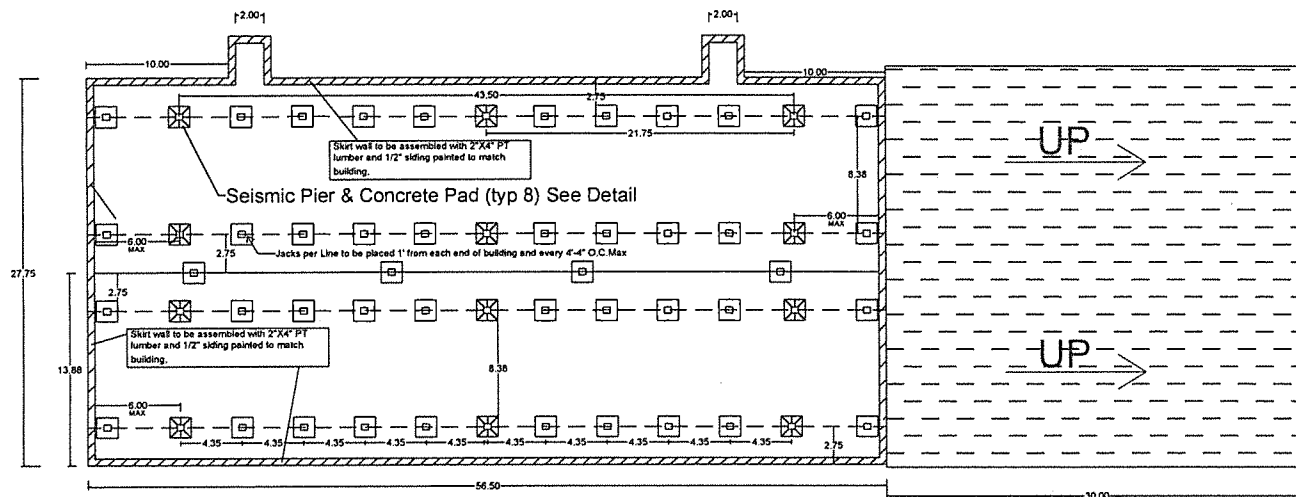
Page 4 of 6



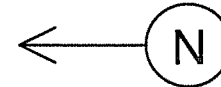
East Elevation



South Elevation



Ramp with a 10 to 1 ratio from excavation area to existing grade.



Foundation and Excavation Plan

Foundation and Elevation Plan

SCALE 1/4" = 1'

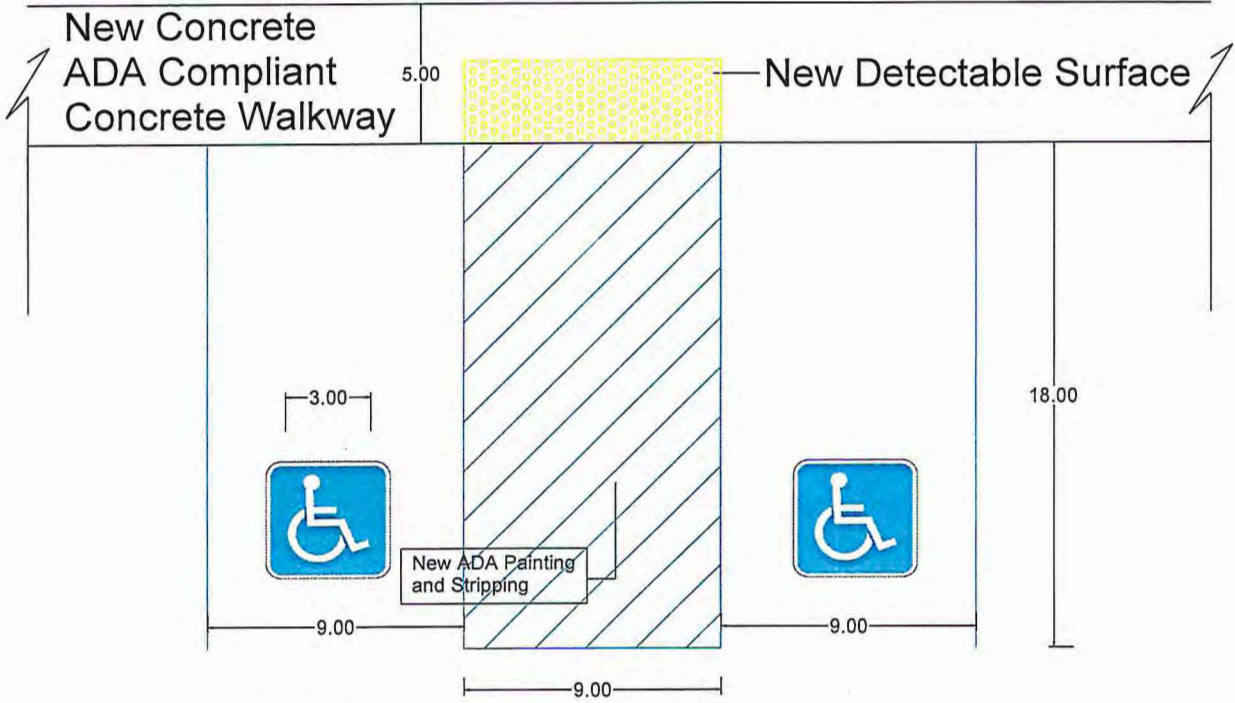
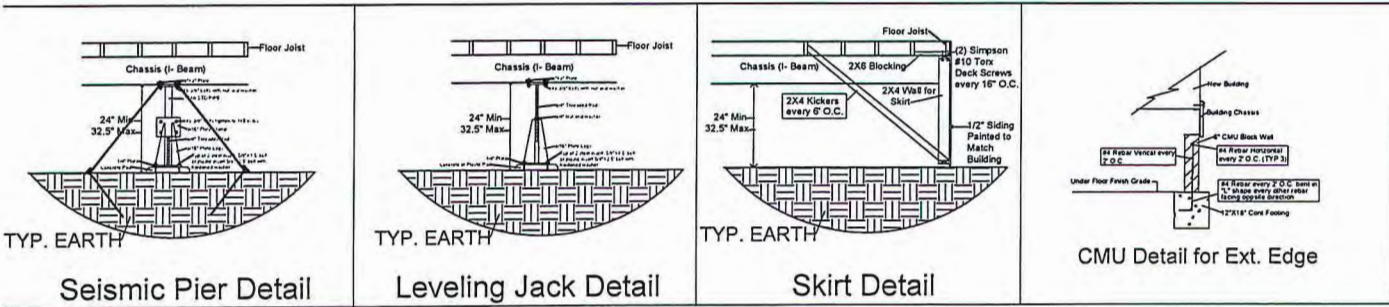
OWNER:
City of California City
21000 Hacienda Blvd
California City, CA 93505

Site Address:
Public Works Address
7800 Moss Ave
California City, CA 93505

Page 5 of 6

Drawn By: Joe Barragan





ADA Parking Detail